



# County of Fairfax, Virginia

## AMENDMENT

Date: **OCT 12 2016**

### AMENDMENT NO. 1

CONTRACT TITLE: Procurement Card Services

CONTRACTOR

JPMorgan Chase Bank, N.A.  
10 S. Dearborn, 6<sup>th</sup> FL  
Mail Code IL1-0286  
Chicago, IL 60603-2300

VENDOR CODE

1000011438

CONTRACT NO.

4400007090

By mutual agreement, Contract 4400007090 is amended to incorporate the attached First Amendment to the Master Commercial Card Agreement.

All other terms and conditions remain the same.

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

### DISTRIBUTION

Finance – Accounts Payable/e  
DPSM – Pat Orlando/e  
FCPS – Matt Gossage/e

Contractor  
Contract Specialist – J. Pun  
ACS, Team 1 – J. Waysome

# FIRST AMENDMENT TO MASTER COMMERCIAL CARD AGREEMENT

Version 1.0

THIS FIRST AMENDMENT (the "Amendment") to the Master Commercial Card Agreement (as amended, supplemented, restated, or replaced from time to time, the "Agreement") entered into as of July 8, 2016 and made effective as of August 14, 2016 between JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("Bank") and County of Fairfax, Virginia ("Client") is made as of October 12, 2016 (the "Effective Date").

In consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, Bank and Client agree to amend the Agreement as follows:

- 1. Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
- 2. Amendment.** Section 4.B of Exhibit 1 to the Master Terms is hereby amended by deleting the second sentence in its entirety and replacing it with the following:  
  
"The U.S. Purchasing Card and U.S. One Card Programs assume a combined Average Annual Spend per Card for Client of \$25,000."
- 3. Amendment.** Section 6 of Exhibit 1 to the Master Terms is hereby amended by deleting the second and third sentences in their entirety and replacing them with the following:  
  
"Settlement Terms are 7 & 7 for the Client's U.S. Purchasing Card Program. Settlement Terms are 30 & 14 for the Client's U.S. One Card and U.S. Single-Use Account Programs. Consortium Participants (excluding the Client) have the option to elect 7 & 1, 7 & 7, 14 & 7, 30 & 7, 30 & 14 and 30 & 25 Settlement Terms for their U.S. Purchasing Card and U.S. One Card Programs."
- 4. Amendment.** Section 7 and Section 8 of Exhibit 1 to the Master Terms are hereby amended by deleting them in their entirety and replacing them with a new Section 7 and Section 8 attached hereto.
- 5. Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
- 6. Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts. Facsimile signatures shall have the same force and effect as the original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BANK

SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

JPMORGAN CHASE BANK, N.A.

By *J. Mischel*  
Name Judy Mischel  
Title Executive Director  
Commercial Card

Client Authorization: The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind Client to enter into and to perform its obligations under this Amendment. The undersigned certifies to Bank that the governing body of Client has adopted resolutions or other appropriate and binding measures authorizing Client to enter into and perform its obligations under this Amendment and that those resolutions or other appropriate and binding measures were: (a) adopted in accordance with, as applicable, all requirements of law and Client's organizational or constituent documents, (b) have been entered into the minute books or company records of Client, and (c) are now in full force and effect. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

CLIENT

By *Cathy A. Muse*  
Name Cathy A. Muse, CPPO, Purchasing Agent  
Fairfax County, Virginia  
Title Department of Procurement  
and Material Management

Note: The legal name of the member or general partner who is signing but is not an individual person must appear in the signature block.

Client Attestation: The undersigned, officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client, hereby certifies that the person signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Amendment and that the person signing above on behalf of Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client possessing authority to execute this Amendment. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.

7. FEES – Existing U.S. Programs implemented prior to the Effective Date of this Agreement.

A. The following are the fees associated with **existing Programs implemented on PaymentNet reporting system and TSYS processor** prior to the Effective Date of this Agreement.

<b>STANDARD SERVICES AND FEES</b>	
Late payment fee	Central bill: None
Delinquency/Finance charge	Central bill: Prime + 2.00 is applied to the average daily balance, which is calculated as follows: (past due balance + any new spend) /number of days in Cycle. Will be charged at the end of the first Cycle and each Cycle thereafter.
International transaction	1% surcharge
Standard card	\$0.00
<b>ADDITIONAL SERVICES AND FEES</b>	
Cash advances	2.0% of advance amount (\$3.00 minimum with no maximum)
Client logo plastic (hot stamp)	\$0.00
Rush card	\$25 per card if processed through Bank. If processed through the Credit Card Network, Participant shall pay any fees charged by the Credit Card Network. Rush Card fee waived provided the total number of rushed cards does not exceed 25.

If Consortium Participant requests services not listed in this schedule, Consortium Participant agrees to pay the fees associated with such services.

B. (i) Effective through January 27, 2017, the following are the fees associated with **existing Single-Use Account Programs implemented on PaymentNet reporting system and HP/EDS processor** prior to the Effective Date of this Agreement.

(ii) Effective through March 16, 2017, the following are the fees associated with **existing Purchasing Card and One Card Programs implemented on PaymentNet reporting system and HP/EDS processor** prior to the Effective Date of this Agreement.

<b>STANDARD SERVICES AND FEES</b>	
Late payment fee	Central bill: 1% of unpaid balance at the end of the first Cycle
Delinquency/Finance charge	Central bill: 2.50% of the full amount past due charged at the end of the second Cycle and each Cycle thereafter.
International transaction	1% surcharge
Standard card	\$0.00
<b>ADDITIONAL SERVICES AND FEES</b>	
Cash advance	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 check minimum with no maximum)
Client logo plastic (hot stamp)	\$0.00
Rush card	\$25 per card if processed through Bank. If processed through the Credit Card Network, Participant shall pay any fees charged by the Credit Card Network. Rush Card fee waived provided the total number of rushed cards does not exceed 25.

If Consortium Participant requests services not listed in this schedule, Consortium Participant agrees to pay the fees associated with such services.

- C. The following are the fees associated with **existing Programs implemented on Smartdata (SDG2) reporting System and TSYS processor prior** to the Effective Date of this Agreement.

<b>STANDARD SERVICES AND FEES</b>	
Late payment fee	Central bill: None
Delinquency/Finance charge	Central bill: Prime + 2.0% is applied to the average daily balance and will be charged on the cycle date. Average daily balance is calculated as follows: the sum of the outstanding balances on each day in the cycle (including any new spend, fees, and payments) / number of days in the cycle.
International transaction	1% surcharge
Standard card	\$0.00
<b>ADDITIONAL SERVICES AND FEES</b>	
Cash advances	2.0% of advance amount (\$3.00 minimum with no maximum)
Rush card	\$25 per card if processed through Bank. If processed through the Credit Card Network, Participant shall pay any fees charged by the Credit Card Network. Rush Card fee waived provided the total number of rushed cards does not exceed 25.
<b>TECHNOLOGY SERVICES AND FEES</b>	
File transfer using FTP	\$300 one time setup fee
Data file fees (T&E expense system feeds, SAP, SmartLink, etc.)	\$50 per month

If Consortium Participant requests services not listed in this schedule, Consortium Participant agrees to pay the fees associated with such services.

- D. (i) Effective January 27, 2017 and thereafter, the following are the fees associated with **existing Single-Use Account Programs that were implemented on PaymentNet reporting system and HP/EDS processor prior** to the Effective Date of this Agreement and subsequently re-implemented on the TSYS processor.
- (ii) Effective March 17, 2017 and thereafter, the following are the fees associated with **existing Purchasing Card and One Card Programs that were implemented on PaymentNet reporting system and HP/EDS processor prior** to the Effective Date of this Agreement and subsequently converted to the TSYS processor.

<b>STANDARD SERVICES AND FEES</b>	
Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged
Rush card	\$25 per card if processed through Bank. If processed through the Credit Card Network, the Participant shall pay any fees charged by the Credit Card Network. Rush Card fee waived provided the total number of rushed cards does not exceed 25.
Standard card	\$0.00
<b>ADDITIONAL SERVICES AND FEES</b>	
Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)
Logo plastic (hot stamp)	\$0.00
<b>TECHNOLOGY SERVICES AND FEES</b>	
Custom reporting/mapper/programming	\$175 per hour (\$1,000 minimum)

If Consortium Participant requests services not listed in this schedule, Consortium Participant agrees to pay the fees associated with such services.

8. FEES – Existing U.S. Programs implemented after the Effective Date of this Agreement.

A. The following are the fees associated with new Programs implemented on PaymentNet reporting system and TSYS processor after the Effective Date of this Agreement.

<b>STANDARD SERVICES AND FEES</b>	
Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged
Rush card	\$25 per card if processed through Bank. If processed through the Credit Card Network, the Participant shall pay any fees charged by the Credit Card Network. Rush Card fee waived provided the total number of rushed cards does not exceed 25.
Standard card	\$0.00
<b>ADDITIONAL SERVICES AND FEES</b>	
Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)
Logo plastic (hot stamp)	\$0.00
<b>TECHNOLOGY SERVICES AND FEES</b>	
Custom reporting/mapper/programming	\$175 per hour (\$1,000 minimum)

If Consortium Participant requests services not listed in this schedule, Consortium Participant agrees to pay the fees associated with such services.

B. The following are the fees associated with new Programs implemented on Smartdata (SDG2) reporting System and TSYS processor after the Effective Date of this Agreement.

<b>STANDARD SERVICES AND FEES</b>	
Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged
Rush card	\$25 per card if processed through Bank. If processed through the Credit Card Network, the Participant shall pay any fees charged by the Credit Card Network. Rush Card fee waived provided the total number of rushed cards does not exceed 25.
Standard card	\$0.00
<b>ADDITIONAL SERVICES AND FEES</b>	
Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)
Logo plastic (hot stamp)	\$0.00, upon approval by Bank

If Consortium Participant requests services not listed in this schedule, Consortium Participant agrees to pay the fees associated with such services.